

ITEL

RECORDATION NO. 14544-E Filed 1426

January 9, 1986

FEB 11 1986 - 2 20 PM

Ite! Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

INTERSTATE COMMERCE COMMISSION

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Bayne:

4/10.00 filing fee

Pursuant to 49 USC Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Ite! Rail Corporation, for filing and recordation under the Lease Agreement dated as of November 1, 1984 between Ite! Rail Corporation and Atchison, Topeka & Santa Fe Railway Company which was filed with the ICC on April 14, 1985 and given ICC Recordation No. 14544, four (4) counterparts of the following document:

this one is 14544-E

Amendment No. 2, dated January 8, 1986, to the Lease Agreement, dated November 1, 1984, between Ite! Rail Corporation and Atchison, Topeka & Santa Fe Railway Company

The names and addresses of the parties to the aforementioned are:

1. Ite! Rail Corporation (Lessor)
55 Francisco Street, 5th floor
San Francisco, California 94133
2. Atchison, Topeka & Santa Fe Railway Company (Lessee)
80 East Jackson Boulevard
Chicago, Illinois 60604

The equipment covered by this Amendment is five hundred thirty six (536) flatcars bearing reporting marks from within the series SFLC 901050-901099, 901245-901294, 901481-901544, 902000-902049, 902100-902244, 902545-902699 and TPW 105076-105100.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. Please retain one (1) counterpart for your files and return the remaining three (3) counterparts to the bearer of this document.

Sincerely,

*Denise M. Bottarini*Denise M. Bottarini
Senior Legal AssistantDMB:ps
Enclosurescc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

6 042A027

No.

Date

FEB 11 1986

10.00

14544-E
5.
ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF January 9, 1986

RECORDATION NO. 14544-E FILE 1425

FEB 11 1986 -2 20 PM

INTERSTATE COMMERCE COMMISSION

10/25/85 LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED SFLC 901050-901099, 901245-901294,
AMENDMENT NO. 2 902000-902049,
902100-902244,
TPW 105076-105095

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement dated as of November 1, 1984 (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made as of this 8th day of January, 1986 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which five hundred thirty-six (536) flatcars bearing reporting marks from within the series SFLC 901050-901099, 901245-901294, 901481-901544, 902000-902049, 902100-902244, 902545-902699 and TPW 105076-105100 (together with the flatcars listed on the Equipment Schedules attached hereto the "Cars") have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to modify the provision of the Agreement with respect to the expiration or early termination of the Cars from the Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in this Agreement.
2. The first paragraph of Subsection 10.A(i) of the Agreement is hereby replaced in its entirety by the following:

"(i) If some or all of the Cars are to be delivered to Lessor at a designated interchange point on Lessee's railroad tracks, Lessee shall be responsible for any transportation costs incurred in moving such Cars to the Lessee's railroad tracks subsequent to the time of expiration. Lessee shall, at Lessor's option, provide, with respect to each Car described on the Schedule(s) which is either on the Lessee's railroad tracks at the time of expiration or is subsequently returned to Lessee's railroad tracks, up to one hundred twenty (120) days free storage on its railroad tracks from either the date of expiration with respect to such Car or the date such Car is returned to Lessee's railroad line subsequent to the time of expiration, whichever date is later."


3. The first paragraph of Subsection 10.B(i) of the Agreeent is hereby replaced in its entirety by the following:

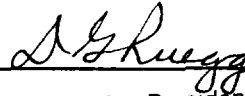
"(i) If some or all of the Cars are to be delivered to Lessor at Lessee's railroad tracks, Lessee shall be responsible for any transportation costs incurred in moving such Cars to the Lessee's railroad tracks subsequent to the time of early termination. Lessee shall, at Lessor's option, provide, with respect to each Car described on the Schedule(s) which is either on the Lessee's railroad tracks at the time of early termination or is subsequently returned to Lessee's railroad tracks, up to one hundred twenty (120) days free storage on its railroad tracks from either the date of early termination with respect to such Car or the date such Car is returned to Lessee's railroad line subsequent to the time of early termination, whichever date is later."

4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

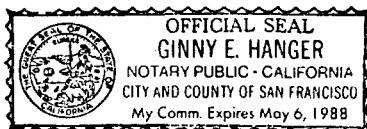
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: 
Title: President
Date: January 8, 1986

By: 
Title: Executive Vice President
Date: DEC 11 1985

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 8th day of January, 1985^{6 SEM}, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF IL.)
) ss:
COUNTY OF COOK)

On this 11TH day of DEC., 1985, before me personally appeared D.G. RUEGG, to me personally known, who being by me duly sworn says that such person is Executive Vice President of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John Thomas
Notary Public
My Commission Expires Feb. 3, 1988